(c) For lnternet Traffic exchanged during the year 2003 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on lnternet Traffic minutes up to the year 2002 cap determined in subsection 5.7.7.4(b) above.

(d) The cap will be applied on an annual basis. The terminating Party shall bill the originating Party monthly for all Internet Traffic received until the annual cap is reached, at which point. the terminating Party will cease further billing of Internet Traffic for the remainder of that calendar year.

(e) The minutes of Internet Traffic that exceed the ceiling established for each year shall be exchanged by the Parties on a bill and keep basis, without compensation being paid on such excess minutes by either Party.

## 6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

### 6.1 Scope of Traffic

Section 6 prescribes parameters for certain trunks to be established over the lntcrconnections specified in Section 4 for the transmission and routing of traffic between Cox Telephone Exchange Service Customers and lnterexchange Carriers ("Access Toll Connecting Trunks"), in any case where Cox elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

### 6.2 Access Toll Connecting Trunk Group Architecture

6.2.1 If Cox chooses to subtend a Verizon access tandem then Cox's NPAMXX must be assigned by Cox to subtend the same Verizon access tandem that a Verizon NPA/NXX serving the same Rate Center subtends as identified in the LERG. Alternative subtending configurations may be agreed upon as part of the Joint Implementation and Grooming Process.

6.2.2 Cox shall establish Access 'loll Connecting Trunks pursuant to applicable access Tariffs by which it will provide tandem-transported Switched Exchange Access Services to lnterexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Cox's Customers.

6.2.3 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Cox's Customers to connect to or be connected to the interexchange trunks of any lnterexchange Carrier which is connected to a Verizon Tandem. If Cox collocates at a Verizon access tandem, applicable Tariff rates and charges shall apply for transport and switching.

6.2.4 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office or Tandem Switch Cox utilizes to provide Telephone Exchange Service and Switched Exchange Access to its customers in a given LATA to the Tandem(s) Verizon utilizes to provide Exchange Access in such LATA.

6.3 Meet-Point Billing Arrangements

6.3.1 Cox and Verizon will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Verizon's and Cox's applicable Switched Access Service Tariffs. The arrangements described in this Section **6** are intended to be used to provide Switched Exchange Access Service that originates and/or terminates with a Telephone Exchange Service Customer of Cox, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by Verizon In the event Cox deploys a Tandem Switch for routing other carriers' Switched Exchange Access Service, Cox will promptly notify Verizon and offer Verizon MPB arrangements that are no less favorable than Cox offers to any other carrier.

6.3.2 In each LATA. the Parties shall establish MPB arrangements between the applicable Rating Point/Verizon Serving Wire Center combinations.

6.3.3 Interconnection for the MPB arrangement shall occur at the Verizon access tandems in the LATA. unless otherwise agreed to by the Parties.

6.3.4 Cox and Verizon will use reasonable efforts, individually and collectively. to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

6.3.5 Cox and Verizon, or either Party's appointed billing agent, shall implement the "Multiple Bill/Multiple Tariff' method in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier, and each carrier involved applies rates for its portion of the service from its own unique Tariff.

6.3.6 The rate elements to be billed by each Party are as set forth in Cox's and Verizon's applicable Tariffs. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs. or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Rating Point/Verizon Serving Wire Center combination shall be calculated in accordance with the formula set forth in subsection 6.3.15.

6.3.7 Each Party shall comply with the MPB notification process as outlined in the MECAB document. Verizon will provide Cox with all IXC billing information required by the MPB notification process as outlined in the MECAB document, including the billing name, billing address, and Carrier Identification Codes ("CIC"s) of all IXCs that transit Verizon's Tandem(s. Any IXC billing information provided by Verizon to Cox with respect to Meet Point Billing will be used by Cox solely for that purpose.

6.3.8 Verizon shall provide Cox with the Switched Access Detail Usage Data (category 1101XX records, also referred to as "EMR 11-01") records for all applicable calls that have transited Verizon's Access Tandem(s) for termination to Cox switches, via a mutually agreed upon medium. no later than ten (10) business days after the date the usage occurred, at the charges set forth in Exhibit **A** of the Agreement. At the present time, Verizon offers the option of either (i) magnetic tape; or, subject to applicable Verizon operations standards, (ii) Network Data Mover (also referred to as "NDM"), for provision of Switched Access Detail Usage Data to Cox.

6.3.9 Cox shall provide Verizon with the Switched Access Summary Usage Data (category 1150XX records, also referred to as "EMR 1 1-50") on magnetic tape or via such other media as the Parties may agrec, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly, at the charges set forth in Exhibit A ofthis Agreement.

6.3.10 All usage data to be provided pursuant to subsections 6.3.8 and 6.3.9 shall bc sent to the following addresses:

To Cox:
Communications Data Group
I02 S. Duncan Road
P. **O.** Box 4036
Champaign, IL 61824-4036
Attn: Kris Mitchell
(888) 234-4443

To Verizon:
New York State Access Pool
C/O ACM
1309 Main Street
Rotterden Junction, NY 12150
Attn: Mark Ferri

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to subsection 28.10.

6.3.11 Each Party shall coordinate and exchange the billing account reference ("Verizon-R") and billing account cross reference ("Verizon-CR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other R/ Verizon-CR elements change. resulting in **a** new Verizon-CK number. or if the OCN changes.

6.3.12 Each Party agrees to provide the other Party with notification of any errors it discovers within 30 calendar days of the receipt of the original data. In the event of a loss of data. where notification has been provided, both Parties shall cooperate and exercise reasonable commercial efforts to reconstruct the lost data. **If** such lost data cannot be reconstructed, the responsible Party agrees to provide the other Party a reasonable estimate of the lost usage. and the other Party agrees that its acceptance of such reasonable estimate shall not be unreasonably withheld.

6.3.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. **All** costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. **A** Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

6.3.14 Nothing contained in this subsection 6.3 shall create any liability for damages, losses, claims. costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff, subject to the limitations on liability set forth in this Agreement).

6.3.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877/866) (to the extent provided by an IXC) or any other non-geographic **NPA** which may be likewise designated for such traffic in the future. In the event Cox detemiines to offer Telephone Exchange Scrvices in another LATA in Virginia in which Verizon operates a Tandem Switch, Verizon shall permit and enable Cox to subtend the Verizon Tandem Switch(es) designated for the Verizon End Offices in the area where the Cox Rating Point(s) associatcd with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula:

$$a / (a + b) = \text{Cox Billing Percentage}$$

and

$$b / (a + b) = \text{Verizon Billing Percentage}$$

where:

a = the airline tnileage between the Routing Point (Cox switch) and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Verizon serving Wire Center (Verizon tandem switch) and the actual point of interconnection for the MPB arrangement.

*6.3.16* Cox shall inform Verizon of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by subsection 4.5.1. Within ten (10) business days of **Cox's** delivery of notice to Verizon, Verizon and **Cox** shall confirm the new Routing Point/Verizon Serving Wire Center combination and billing percentages.

6.4 Toll Free Service Access Code (e.g., *800188818771866)* Traffic

I he following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877/866) calls to the othcr Party for completion.

*6.4.1* When Cox delivers translated toll free service access code (e.g., 800/888/877/866) calls to Verizon for completion

(a) to an IXC, Cox shall:

(i) **If** requested. provide an MPB record in an industry standard format to Verizon: and

(ii) Bill the IXC thc appropriate Cox query charge associatcd with the call.

(b) as an IntraLATA call to Verizon or another LEC in the LATA, Cox shall:

(i) If requested, provide a copy record in an industry standard format to Verizon or the terminating LEC; and

(ii) Submit the call records to ITORP for payment by Verizon or the LEC that is the toll free scrvice access code (e.g., 800/888/877/866) service provider of Cox's and any intermediate LECs applicable Tariffed Exchange Access or local call termination charges and query charges.

*6.4.2* When Vcrizon delivers translated toll free service access code (e.g., 800/888/877/866) calls originated by Verizon's or another LEC's Customers to Cox for completion

(a) to Cox in its capacity as an IXC. Verizon shall:

(i) Bill Cox the appropriate Verizon query charge associated with the call; and

(ii) Bill Cox the appropriate Feature Group D ("FGD") Exchange Access charges associated with the call.

(b) of an IntraLATA call to Cox in its capacity as a LEC,

(i) the originating LEC shall submit the appropriate call records to Verizon for processing under the IntraLATA Toll Originating Responsibility Plan ("ITORP") for payment by Cox of Verizon's (and another LEC's, if appropriate) applicable Tariffed Exchange Access or local call termination charges; and

(ii) Cox shall pay the originating LEC's appropriate query charge associated with the call.

6.4.3 The settlement of all IntraLATA toll free service access code (e.g., *800188818771866)* calls exchanged pursuant to this subsection *6.4* shall be in accordance with the terms of a separate IntraLATA Telecommunications Services Settlement Agreement between the Parties. which will be executed no later than 90days following the Effective Date of this Agreement.

## *7.0* TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

### 7.1 Information Scrvices Traffic

The following provisions shall apply only to Cox-originated Information Services Traffic directed to an Information Services platform connected to Verizon's network, should Cox elect to deliver such traffic to Verizon. At such time as Cox connects Information Scrvices platforms to its network, the Parties shall agree upon a comparable arrangement for Verizon-originated Information Services Traffic. The Information Services Traffic subject to the following provisions is circuit switched voice traffic, delivered to information service providers who offer recorded announcement information or open discussion information programs to the general public. Information Services Traffic does not include Internet Traffic.

7.1.1 Cox shall have the option *to* route Information Services Traffic that originates on its own network to the appropriate Information Services platform(s) connected to Verizon's network. In the event Cox exercises such option, Cox will establish a dedicated trunk group to the Verizon information services serving switch.

This trunk group will be utilized to allow Cox to route Information Service Traffic originated on its network to Verizon.

7.1.2 Cox shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to Verizon.

7.1.3 Verizon shall provide to Cox via electronic file transfer or magnetic tape or othcr means as available all necessary information to rate the Information Services Traffic to Cox's Customers pursuant to Verizon's agreements with each information services provider. Information shall be provided in as timely a fashion as practical in order to facilitate record review and reflect actual prices set by the individual information services providers.

7.1.4 Cox shall bill and collect such information services provider charges and remit the amounts collected to Verizon less:

(a) The lnformation Services Billing and Collection fee set forth in Exhibit **A;** and

(b) An uncollectibles reserve calculated based on the uncollectibles reserve in Verizon's billing and collection agreement with the applicable information scrvices provider; and

(c) Customer adjustments provided by Cox

Cox shall provide to Verizon sufficient information regarding uncollectibles and Customer adjustments to allow Verizon to pass through the adjustments to the information services provider, and Verizon shall pass through such adjustments. However. if the information services provider disputes such adjustments and refuses to accept such adjustments, Cox shall reimburse Verizon for all such disputed adjustments. Final resolution rcgarding all disputed adjustments shall be solely between Cox and the information scrvices provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering, or obviate either Party's obligations. if any. under Applicable Law to offer, to its Telephone Exchange Service Cusromcrs the ability to block the completion of lnformation Service Traffic or from establishing such blocking as the default and requiring that such Customers make an affirmative request to remove the blocking.

7.1.6 To the **extent** either Party offers variable rated (e.g., 976, 554, and/or 915, as applicable) information services, the Parties may agree to separate arrangements for the billing and compensation of such services.

7.1.7 The Information Services Traffic addressed herein does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

7.2 BLV/BLVI Traffic

7.2.1 If Party **A** decides or is required by a regulatory body of competent jurisdiction to offer BLV and BLVI scrvices to enable its Customers to verify and/or interrupt calls of Party B's Customers, Party B shall accept and respond to BLV and BLVl requests from the operator bureau of Party **A.** Each Party shall compensate the other Party for BLV and BLVI inquiries in accordance with the other Party's Tariffed ratesor as may be agreed to by the Parties.

7.2.2 The Parry B operator shall only verify the status of the line (BLV) or interrupt the line to inform the called party that there is a call waiting (BLVI). The Party B operator will not complete the telephone call of the Customer initiating the BLV/BLVI request. The Party B operator will only make one BLV/BLVI attempt per Customer operator bureau telephone call. and the applicable charges apply whether or not the called party releases the line

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI traffic between the Partics' networks.

7.2.4 Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties' respective operator bureaus. Each Party shall offer Interconnection for BLV/BLVI traffic at its operator services Tandem Office or other mutually agreed point in the **LATA.** Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Section 4, consistent with the Joint Implementation and Grooming Process. Party **A** shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to Party B.

7.3 [Intentionally Omitted.]

7.4 911/E911 Arrangements

7.4 1 Cox may. at its option. interconnect to the Verizon 911/E911 selective routers or 911 Tandem Offices. as appropriate, that serve the areas in which Cox provides I'elephone Exchange Services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP") and related databases. In such situations. Verizon will provide Cox with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, Cox and Veriron will negotiate arrangements to connect **Cox** to the 911 service.

7.4.2 Path and route diverse Interconnections for 911/E911 shall be made at the Cox-IP, the Verizon-IP, or other points as necessary and mutually agreed. and as required by Applicable Law.

7.4.3 Within thirty (30) days of its receipt of a request from Cox and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide **Cox** with the following at no charge:

(a) a file on diskette or other mutually agreed upon medium containing the Master Street Address Guide ("MSAG") for each jurisdiction that has an MSAG within the LATA(s) specified in this Agreement. which MSAG shall be updated no more frequently than monthly and a complete copy of which shall be made available on an annual basis:

(b) a list of the address. CLLI code, and an associated NXX of each 911/E911 selective router or 911 Tandem Office(s) in the area in which Cox plans to offer Telephone Exchange Service;

(c) a list of the address, CLLI code, associated NXX, contact name and phone number of each Public Safety Answering Point ("PSAP') in each county in the area in which Cox plans to offer Telephone Exchange Service;

(d) a list of Verizon personnel who currently have responsibility for each county's 911 requirements;

(e) if available. the ten-digit subscriber number for both the administrative office and the public safety answering position for each PSAP and the "main" PSAP that subtends each Verizon 911/E911 selective router or 911 Tandem Office to which Cox is interconnected for the transfer of "0-" calls to the PSAP;

(f) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem Office;

(g) an electronic interface, when available, through which Cox shall input and provide a daily update of 911/E911 database information related to appropriate Cox Customers, as well as to directly view Cox information in the E911 database. Until such time as an electronic interface is available, Cox shall provide Verizon with all appropriate 911 information such as name. address, and telephone number in writing for Verizon's entry into the 911 database system. Any 911 I-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911-related data exchanged electronically shall conform to the National Emergency Number Association standards;

(h) return of any Cox E911 data entry files containing errors. so that Cox may ensure the accuracy of the Customer records;

(i) a Design Layout Record ("DLR") of a 911 **(CAMA)** trunk, if applicable; and

(j) updates of the 911 database within 48-hours of receipt of such information from Cox.

7.4.4 Verizon and Cox will facilitate the prompt, robust, reliable and efficient Interconnection of Cox systems to the 911/E911 platforms.

7.4.5 Verizon and Cox will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

7.4.6 The Partics acknowledge the objective of including the five-character 'l'elephone Company Identification ("TCI") of the company that provides scrvice to the calling line as part of the ALL display where local jurisdictions request that it be displayed.

7.4.7 Cox will compensate Verizon for connections to its 911/E911 pursuant to Exhibit **A.**

7.4.8 Cox and Verizon will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in Virginia.

## 8.0 NUMBER RESOURCES. RATE CENTERS AND RATING POINTS

**8** 1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to

establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

**8.3** Unless otherwise required by Commission order, the Rate Center Areas will he the same for each Party. During the term of this Agreement, Cox shall adopt the Rate Center Area and Kate Center Points that the Commission has approved for Verizon, in all areas where Verizon and Cox service areas overlap, and Cox shall assign whole NPA-NXX codes *to* each Rate Center Area unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP, or per Commission or FCC order.

8.4 Cox will also designate a Routing Point for each assigned NXX code. Cox shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall he within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

**8.5** Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall he construed to, in any way constrain Cox's choices rcgarding the size of the local calling area(s) that Cox may establish for its Customers, which local calling areas may be larger than. smaller than, or identical to, Verizon's local calling areas.

## 9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

### 9.1 Cooperation

The Parties will work cooperatively to install and maintain a reliable network. Cox and Verizon will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures. network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network managenicnt principles to alleviate or to prevent congestion and to minimize fraud associated with third-number billed calls, calling card calls. and any other services related to this Agreement.

### 9.2 Responsibility for Following Standards

Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other Party or any third parties connected with or involved directly in the network of the other.

9.3 Repeated or Willful Interference or Impairment

9.3.1 Except as otherwise provided in subsection 9.3.3 or 9.3.4, if Patty **A** reasonably determines that the characteristics, facility or service or methods of operation used by Party B will or are likely to interfere with or impair Party **A's** provision of services. Party **A** may interrupt or temporarily suspend any service or facilities provided to Patty B that gives rise to or is likely to give rise to the interference or impairment, provided however, that the degree of interruption or suspension must be proportionate to the harm to be avoided, subject to the following:

(a) Except in emergency situations, Party **A** shall have given Party B at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

(b) In emergency situations. Party **A** shall immediately contact Party B to give notice of the actual interference or impairment, and the need to immediately correct the condition.

9.3.2 Upon correction of the interference or impairment, Party **A** will promptly restore the temporarily suspended service or facility. During such period of suspension or interruption. there will be no compensation or credit allowance by Party **A** to Party B unless such interruption is found to be unreasonable or without justification, or unless Party **A's** tariffs provide for such compensation.

9.3.3 The Parties will use the following procedures to resolve any significant degradation of services caused by Cox's deployment of advanced services, unless other procedures are permitted by Applicable Law: Where Verizon claims that Cox's deployed advanced service is significantly degrading the performance of other advanced services or traditional voiceband services, Verizon will notify Cox and allow Cox a reasonable opportunity to correct the problem. Where the degradation remains unresolved by Cox after a reasonable opportunity to correct the problem. Verizon may establish before the Commission that Cox's particular technology deployment is causing the significant degradation. **If** Verizon demonstrates to the Commission that Cox's deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Cox shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such scrvices.

9.4 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow its standard procedures for isolating and clearing the outage or trouble. Cox and Verizon may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

9.5 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish at least ninety (90) days in advance of such change. and shall use reasonable efforts to publish at least one hundred eighty (180) days notice where practicable; provided, however, that if an earlier publication is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

## 10.0 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR

10.1 Joint Network Implementation and Grooming Process

Upon the request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia.

(a) standards to ensure that Traffic Exchange Trunks experience a grade of service. availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality. reliability and availability standards:

(b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

(c) disaster recovery provision escalations;

(d) additional technically feasible IP(s) in a LATA as provided in section 4.2.3 above; and

(e) such other matters as the Parties may agree. including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

Nothing in this subsection 10.1 shall affect either Party's obligations to meet the milestone dates set forth in Schedule 4.1 hereof.

10.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties. lnterconnection shall be **equal** in quality to that provided by each of the Parties to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law. If either Party is unable to fulfill its obligations under this subsection 10.2, it shall notify the other Party of its inability to do so and will negotiate altemativc intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself. any subsidiary, affiliate or third party, to the extent required by Applicable Law.

10.3 Forecasting Requirements for Trunk Provisioning

10.3.1 'l he Parties will develop joint non-binding forecasting of trunk groups in accordance with this Section 10.3. Intercompany forecast information must be providcd by the Parties to cach other twice a year. The semi-annual forecasts will include:

(a) yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and

(b) the use of (i) CLCI-MSG codes. which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.

10.3.2 Descriptions of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 10.3.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns. or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. **Cox** shall notify Verizon promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.

10.3.3 Partics will meet to review and reconcile their forecasts **if** their respective forecasts differ significantly from one another.

10.3.4 At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous twelve (12) months servicing data. Required trunks will be based on the appropriate grade of service standard (B.O1 or B.005) or the Joint Interconnection Grooming Plan referenced in Section 10.1. When a condition of excess capacity is identified, Verizon will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with Cox for possible network efficiency adjustment.

10.3.5 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than three (3) months in advance of changes that eithcr Party reasonably believes would have a materially adverse effect on eithcr Party's provision of services.

10.4 Demand Management Forecasts

Cox will furnish Verizon with good faith demand management forecasts including hut not limited to: unbundled Network Elements, collocation and resale products. Such forecasts will describe Cox's expected needs for service volumes, and timeframes for service deployment, by Wire Center. Cox agrees to provide such forecasts to Verizon thirty (30) days following the Effective Date, with updates to follow every six months thereafter. Verizon agrees that such forecasts shall be subject to the confidentiality provisions defined in Section 28.4.

10.5 Confidentiality of Forecasts

The Parties agree to treat forecasting information as Proprietary Information under the applicable terms of this Agreement. Verizon and Cox shall ensure that forecasting information will not be provided to either of their retail marketing groups. Neither Party's retail marketing group shall use, view or be informed about the other Party's forecasting information. The Parties agree that forecast information shall be provided only to those personnel who have a need Lo know.

10.6 Trunk Administration. For Traffic Exchange Trunk groups, Cox will be responsible for monitoring traffic loads and service levels on the one-way trunk groups carrying traffic from Cox to Verizon; and Verizon will be responsible for monitoring traffic loads and service levels on the one-way trunk groups carrying traffic from Verizon to Cox. Cox will determine the sizing and timing of new trunk groups and trunk group additions for trunk groups carrying traffic from Cox to Verizon. Verizon will determine the sizing and timing of new trunk groups and trunk group additions for trunk groups carrying traffic from Verizon to Cox. When Cox is aware of unusual events affecting the volume of traffic and required trunks in either direction (e.g., Cox signs up a new

Information Services Provider). Cox will contact Verizon to plan and implement (if necessary) new trunk groups and trunk group additions.

## 11.0 UNBUNDLED ACCESS

11.1 In accordance with. but only to the extent required by. Applicable Law, and pursuant to, and in accordance with the tcrms. conditions and provisions of this Agreement, Verizon shall offer to Cox nondiscriminatory access to Network Elements as set forth in this Section 11 on an unbundled basis at any technically feasible point.

11.1.1 Nothing contained in this Agreement shall be deemed to constitute agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Cox on an unbundled basis. Nothing contained in this Agreement shall limit Verizon's right to appeal, seek reconsideration of or otherwise seek to have stayed. modified, reversed or invalidated any order. rule. regulation, decision. ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority relating to or pertaining to Verizon's obligations under this Agreement or Applicable Law.

11.1.2 To the extcnt that Verizon is required by a change in Applicable Law to provide a Network Element on an unbundled basis to Cox, the terms. conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where thc Network Element will be available and how it will he used, and terms. conditions and prices for pre-ordering, ordering. provisioning. repair, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a "Verizon UNE Tariff"). Notwithstanding the foregoing. the Parties will, upon written request. negotiate in good faith an amendment to this Agreement that includes additional terms and conditions for the Network Element (including. but not limited to. the tcrms and conditions defining the Network Element and stating when and where the Network Element will bc available and how it will be used, and terms and conditions for pre-ordering, ordering. provisioning, repair, maintenance and billing) that are consistent with Applicable Law. In the absence of a Verizon UNE Tariff. to the extent that Verizon is required by Applicable Law to provide a Network Elcment to Cox. the tcrms. conditions and prices for such Network Element (including. but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Agreement. In the absence of a Verizon UNE Tariff and if there is a conflict between the terms and provisions of this Agreement and Applicable Law governing the provision of a Network Element, prior to Verizon's provision of such Network Element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to this Agreement so that the

Agreement includes terms, conditions and prices for the network element (including, but not limited to. the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for prc-ordering. ordering. provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

11.1.3 Verizon shall be required to provide a Network Element on an unbundled basis only where necessary facilities are available ***provided. however***, that this Section 11.1.3 shall not modify Verizon's obligation under Section 11.9.2 of this Agreement to provide Cox with access to unbundled loops where integrated digital loop carrier technology or similar remote concentration devices are present, in accordance with, but only to the extcnt required by, Applicable Law.

11.1.4 In accordance with, but only to the extent required by Applicable Law, Vcrizon will not separate Network Elements ordered by Cox that are already combined in Verizon's network. unless Cox requests that Verizon separate the Network Elements.

11.2 Verizon's Provision of Network Elements

Subject to Section 11.1. Verizon shall provide Cox access to the following:

11.2.1 Loops. as set forth in subsection 11.3:

11.2.2 Network Interface Device. as set forth in subsection 11**.4:**

11.2.3 Switching Elements, as set forth in subsection 11.5 and Schedule 11.5;

11.2.4 Interoffice 'TransmissionFacilities. as set forth in subsection 11**.6;**

11.2.5 Signaling Links and Call-Related Databases, as set forth in subsection 11.8and Section 17;

11.2.6 Operations Support Systems, as set forth in subsection 11.7 and Schedule 11.7;

11.2.7 such other Network Elements in accordance with subsection 11.10 and Exhibit B below.

11.3 Loops

Subject to Section 11.1 and subsection 11.9. Verizon shall allow **Cox** to access the following Loop types (in addition to those Loops available under applicable Tariffs)

unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 11, and Applicable Law.

11.3.1 "2-Wire Analog Voice Grade Loop" or "Analog 2w" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully described in Verizon TR-72565. If "Customer-Specified Signaling" is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery. and no signaling. The service is more fully described in Verizon TR-72570.

11.3.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start. loop-reverse-battery, duplex, and no signaling. The service is more fully described in Verizon TR-72570.

11.3.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps ISDN scrvices in accordance with T1.601

11.3.4 "2-Wire ADS[,-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of ADSL, Splitterless ADSL, or RADSL signals that meet the requirements in T1.413, T1.419, or T1 Technical Report No. 59. respectively. In addition, ADSL-Compatible Loops will be available only where existing copper facilities are non-loaded and the length plus bridged tap is less than 12,000 feet in the case of ADSL-C Loops or less than 18,000 feet in the case of ADSL-R Loops.

11.3.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W' provides a channel with 2-wire interfaces at each end that is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible Loops will be available only where existing copper facilities meet Verizon's specifications or, where available. applicable industry standards.

11.3.6 "4-Wire HDSL-Compatible Loop'' or "HDSL 4W" provides a channel with 4-wire interfaces at each end. Each 2-wire channel is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible Loops will be available only where existing copper facilities meet Verizon's specifications or, where available, applicable industry standards.

11.3.7 "4-Wire DSl-compatible Loop" provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available where existing facilities meet applicable industry standards, as more fully described in Verizon TR-72575.

11.3.8 "Digital Designed Loops" are comprised of designed loops that meet specific Cox requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL. or BRI ISDN (Premium) Loops. "Digital Designed Loops" may include requests for:

(A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft.. unloaded, with the option to remove bridged tap, for use with technologies conforming to DSL Class 1 criteria;

(B) a 2W ADSL-R Loop of 12k to 18k ft. with an option to remove bridged tap;

(C) a 2W ADSL-C Loop of less than 12k ft. with an option to remove bridged tap:

(D) a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap:

(E) a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;

(F) a 2W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;

11.3.8.1 Verizon shall make Digital Designed Loops available to Cox at the rates as set forth in Exhibit A. These rates and/or rate structures shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect. If the Commission should approve or make effective rates and/or rate structures different than those shown in Exhibit A, the rates and/or rate structures approved or madc effective by the Commission shall supersede those shown in Exhibit A upon the effective date of such rates and/or rate structures.

11.3.8.2 The following ordering procedures shall apply to the Digital Designed Loops (Section 11.3.8.2, Items A-F):

(A) Cox shall place orders for Digital Designed Loops by delivering to Veriron a valid electronic transmittal service order or other mutually agreed upon type of

service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

(B) Verizon is in the process of conducting a mechanized survey of existing Loop facilities. on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL and HDSL signals. The results of this survey will he stored in a mechanized database and made available to **Cox** as the process is completed in each Central Office. Cox must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL or HDSL Loop. Charges for mechanized loop qualification information are set forth in Exhibit **A.** Cox may use prequalified Loops to offer SDSL or IDSL services, but neither Verizon's prequalification process nor its current Loop offerings are designed to ensure compatibility with such services or any services other than those set forth in the Loop descriptions set forth above.

(C) If the Loop is served **out** of a Central Office that has not been prequalitied on a mechanized basis. Cox must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, or BRI ISDN Loop. The manual loop qualification provides information on the loop length (including bridged taps) measured through a mechanized loop test, the presence or absence of load coils and the presence or absence of digital loop carrier. The rates for manual loop qualification are set forth in Exhibit **A.** In general, Verizon will complete a manual loop qualification request within three business days. although Verizon may require additional time due to poor record conditions. spikes in demand. or other unforeseen events.

(D) If the mechanized loop qualification database indicates that a Loop does not qualify (*e.g.*, because it does not meet the applicable technical parameters set forth in the Loop descriptions above). Cox may request a manual loop qualification, as described in paragraph C, to determine whether the result is due to the presence of load coils. presence of digital loop carrier. or loop length (including bridged tap).

(E) If **Cox** submits a scrvice order for an ADSL. HDSL. or BRI ISDN Loop that has not been prequalified on either a mechanized or manual basis, Verizon will query the service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalitied on a mechanized or manual basis. If Cox submits a service order for an ADSL, HDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, Verizon will respond back to Cox with a "Nonqualified" indicator.

(F) Where Cox has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, or BRI ISDN service in its existing condition. it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable

service or, if Cox is already aware of the conditioning required (*e.g.*, where Cox has previously requested a manual loop qualification), Cox may submit a service order for a Digital Designed Loop. The Engineering Query provides information on the physical loop length; the number and location of load coils; the length and location of bridge taps; the gauge of the wire, the gauge changes and their associated locations; and the locations of digital loop carrier. Verizon will undertake to condition or extend the Loop in accordance with this Section 11.3.8 upon receipt of Cox's valid, accurate and pre-qualified service order for a Digital Designed Loop.

**11.3.8.3** Cox acknowledges that Digital Designed Loops are currently being rolled out throughout Verizon's service territory, including areas where Verizon may not have a retail service that utilizes comparable Loop facilities. As a result, it is possible that provisioning intervals for Digital Designed Loops may not be at optimal levels during the early stages of this roll out. The Parties will *make* reasonable efforts to coordinate their respective roles in the early phases of the roll out in order to minimize provisioning problems. In general. where Cox orders a Digital Designed Loop and requests Loop conditioning and/or Loop extensions, an interval of eighteen (18) business days will be required by Verizon to complete the Loop analysis and the necessary work involved in conditioning and/or extending the Loop as follows:

**(A)** Three (3) business days will be required following receipt of Cox's valid. accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.

(R) After Verizon has analyzed the loop and related plant records and created an Engineering Work Order, Verizon perform the Loop conditioning and Loop extension activitics requested by Cox. Loop conditioning and Loop extension activities are. in most cases. able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval.

After the engineering. Loop conditioning and Loop extension activities described in this Section 11.3.8.3 have been completed, Verizon will provision and install the Digital Designed Loop, subject to Verizon's Loop provisioning intervals.

11.3.8.4 If Cox requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If Cox cancels the request for conditioning after a Loop analysis has been completed but prior to the commencement of Loop conditioning or Loop extension activities, Cox shall compensate Verizon for an Engineering Work Order charge as set forth in Exhibit **A.** If Cox cancels the request for conditioning after the Loop analysis has been completed and after Loop Conditioning or Loop extension activities have been started or completed, Cox shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the Loop conditioning and Loop extension activities performed as set forth in Exhibit **A.**

11.3.9 Loops will be offered on the terms and conditions specified herein and on such other terms in applicable Tariffs that are not inconsistent with the terms and conditions set forth herein. Verizon shall make Loops available to Cox at the rates specified in Exhibit A, subject to the provisions of subsection 11.14 below.

11.3.10 Verizon will make Analog 2-Wire Loops, BRI ISDN Loops, Analog 4W Loops. and 4-Wire DS-1-compatible Loops available for purchase by Cox at any time after the Effective Date. Verizon will make HDSL 4-Wire. HDSL 2-Wire, and ADSL 2-Wire Loops available to Cox upon request and where such facilities are available or can be madc availablc through pair swaps.

11.3.11 Unless otherwise agreed to in writing by Verizon, Cox shall use any Loop made available by Verizon pursuant to this Agreement only with the specific type of technology for which the type of Loop is intended. Verizon expressly reserves the right to terminate Cox's use of any Verizon-provided Loop, upon notice to Cox if Verizon dctennines that Cox is in breach of this subsection 11.3.11, and after Cox has been given reasonable opportunity to correct the problem.

11.3.12 If Cox chooses to deploy Loop technology that is different than the specific types of technologies for which the Loops in Section 11.3.1 through 11.3.8 or those Loops available under applicable Tariffs are intended, Cox may submit a Bona Fide Request in accordance with Exhibit B of this Agreement for an unbundled Loop that is compatible with Cox's loop technology. The Bona Fide Request shall include information relative to applicable industry standards. successful deployments, and evaluations that demonstrate compatibility with other loop technologies.

11.3.13 Verizon shall provide nondiscriminatory access lo Verizon's spectrum management procedures and policies. Verizon shall conform to the same procedures. policies and guidelines that apply to Cox, and shall not introduce services that significantly degrade services provided to Cox's Customers, provided that Cox is in compliance with the provisions of this Section 11. Verizon is not responsible for my degradation of the services provided to Cox's Customers that is caused by any other carrier.

11.3.14 Sub-Loop

11.3.14.1 Subject to the conditions set forth in Section 11 of this Agreement and upon request, Verizon shall provide Cox with unbundled access to a Sub-Loop (as such term is hereinafter defined) in accordance with. and subject to, the terms and provisions of this Section 1 1.3.14 and the rates set forth in Exhibit A. A **"Sub-Loop"** means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDT") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Agreement, Verizon

shall provide Cox with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

11.3.14.2 Cox may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide Cox with access to a drop and NID that. at the time of Cox's request, Verizon is using to provide service to a Customer.

11.3.14.3 Cox may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if Cox is collocated at a remote terminal and the FDI for such Sub-Loop is located in such terminal. from the collocation arrangement of Cox at such terminal. To obtain access to a Sub-Loop, Cox shall install a COPIC on an easement or Right of Way obtained by Cox within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a Cox COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building. maintaining or servicing the COPIC and shall not provide any power that might be required by Cox for any electronics in the COPIC. Cox shall provide any casement. Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

11.3.14.4 Cox may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Cox. the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge. whether the Sub-Loop has loading and bridge tap, the amount of bridge tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

11.3.14.5 To order access to a Sub-Loop, Cox must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a Cox COPIC. To make such a request. Cox must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which Cox wishes to access the Sub-Loop. **A** Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of **Cox's** demand for access to Sub-Loops at the requested FDI. Cox must submit the application fee set forth in Exhibit A attached hereto (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. Cox must submit Sub-Loop Interconnection Applications to:

USLA Project Manager
Verizon
Room 509

125 High Street
Boston. MA 02110
E-mail: **Collocation.applications@BellAtlantic.com**

11.3.14.6 Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to Cox a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Work Order") and a statement of the cost of such work **(a** "Sub-Loop Interconnection Cost Statement").

11.3.14.7 Cox shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of Cox's receipt of such statement and the associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if Cox breaches its payment obligation under this Section 11.3.14.7. Upon Verizon's completion of the work that Verizon must perform to provide Cox with access to a Sub-Loop. Verizon shall bill Cox. and Cox shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.

11.3.14.8 After Verizon has completed the installation of the interconnecting cable to a Cox COPIC and Cox has paid the full cost of such installation. Cox can request the cross connection of Verizon Sub-Loops to the Cox COPIC. At the same time. Cox shall advise Verizon of the services that Cox plans to provide over the Sub-Loop and request any conditioning of the Sub-Loop. Cox shall run any crosswires within the COPlC and Cox will have assignment responsibility for the pairs in the interconnecting cable.

11.3.14.9 If Cox requests that Verizon reactivate an unused drop and NID, then Cox shall provide dial tone (or its DSL equivalent) on the Cox side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop to the Cox dial tone or equivalent from the COPIC. If Cox requests that Verizon install a new drop and NID, then Cox shall provide dial tone (or its DSL equivalent) on the Cox side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If Cox requests that Verizon provide Cox with access to a Sub-Loop that, at the time of Cox's request, Verizon is using to provide service to a Customer, then, after Cox has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon sidc of the COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, Cox

shall disconnect Verizon's dial tone. crosswire its dial tone to the Sub-Loop and submit Cox's long-term number portability request.

11.3.14.10 Verizon shall not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

11.3.14.11 Verizon shall provide Cox with access to a Sub-Loop in accordance with negotiated intervals.

11.3.14.12 Verizon shall repair and maintain a Sub-Loop at the request of Cox and subject to the rates set forth in Exhibit **A.** Cox accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. **If** (a) Cox reports to Verizon a Customer trouble, (b) Cox requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then Cox shall pay Verizon the charge set forth in Exhibit **A** for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Cox is not available at the appointed time. If as the result of Cox instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit **A** will be assessed per occurrence to Cox by Verizon. If as the result of Cox instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"). a charge set forth in Exhibit **A** will be assessed per occurrence to Cox by Verizon.

11.3.15 House and Riser Cable

11.3.15.1 Subject to the conditions set forth in Section 11 of this Agreement and upon request, Verizon shall provide to Cox access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.3.15 and the rates set forth in Exhibit **A.** A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the Rate Demarcation Point for such facility (or network interface device ("NID") if the NID is located at such Rate Demarcation Point). Verizon shall provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for Cox. Cox may access a House and Riser Cable only at the MPOE for such cable. Notwithstanding anything else set forth in this Agreement, Verizon shall provide Cox with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.